

EXHIBIT

4

Letters to Merrick B. Garland

July 20, 2022

James H. Brady
2422 Apple Ridge Circle
Manasquan, NJ 08736

U.S. Department of Justice
Merrick B. Garland, Attorney General
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

Dear Mr. Garland:

I need your help in two criminal matters that your predecessors have participated in against me. Their actions and inactions have not made the crimes go away but instead have only provided me with more evidence of a two-tier justice system in which government employees in power at the local, state and federal levels permit politically-connected billionaires get away with criminal activity, and permits the Courts to be used as a vehicle to get away with these crimes.

The First Amendment specifically gives me the right to seek redress of grievances from the government, and on that ground I ask that you promptly provide me with a remedy for the two crimes described below since the New York State and New York Federal Courts in the Southern District of New York have colluded in unison to implement filing injunctions against me so that politically-connected billionaire's can get away with their crimes.

The first crime is the fact that a State Court judge named Shirley Kornreich, in her July 15, 2014 decision, got away with unconstitutionally and unlawfully rewriting my Offering Plan Contract and a higher Appellate Division, First Department February 11, 2010 decision to void what these two decisions said on their face. The fact that this crime took place is shown in black and white below.

The Seventh Paragraph Footnote to the Schedule of Units of my former co-op commercial apartment reads as follows:

“Seventh Paragraph - NEW- The 12th Floor and Roof Unit Shall have, in addition to the utilization of the roof, the right to construct or extend structures on the roof or above the same, to the extent that may from time to time be permitted under applicable law.”

The Appellate Division, First Department, February 11, 2010 Decision ended with the following words:

Pursuant to paragraph 7, that plaintiffs have the right to construct or extend structures upon the roof or above the same to the extent that may from time to time be permitted under applicable law, unanimously affirmed, without costs.

Justice Kornreich's Supreme Court July 15, 2014 Decision rewrites the above to read:

It has already been adjudged that while the owners of the unit *may* have the right to erect additional structures on the roof, that right does not entitle them to use any floor area in doing so (Prior Action, decision and order, Mar 13, 2009 at *2 & *4-*5 [“Nothing herein shall be construed as holding that plaintiffs have the right to use all or any part of the TDRs in connection with such construction or extension”] *Brady v 450 W. 31st St. Owner's Corp.*, 70 AD3d 469, 470 [1st Dept 2010] [holding that the offering plan “reserves for plaintiffs the right.... to construct or extend structures on the roof that may be built without the use of the building's development rights.”])

Every word from the higher court determination was taken out and replaced by Judge Kornreich. Under the Appellate Division decision, I have the right to the utilization of the premise's development rights.

I need you to admit that you see that this crime took place, and I need you to permit me to seek redress of this crime. I must not be dismissed as a disgruntled litigant loser since the contract and higher court decision proves that is not the case. This case was moved to Judge Kornreich and her husband's law firm, Greenberg Traurig, was a defendant in this case.

The second crime involves the stepson of politically-connected billionaire Judge Judy Sheindlin, Gregory Sheindlin. Specifically, Judge Judy's step son Gregory Sheindlin forced the sale of my family event space business Studio 450 on September 5, 2018 through his criminal misrepresentation that there was a finding on the June 26, 2015 Jury interrogatory sheet saying that the jury ruled that the personal guarantees were enforceable, and that the jury ruled that my defenses and counterclaims were rejected, when none of that was true. The fact that this crime took place is proven by comparing what Gregory Sheindlin said to collect the \$1.7 million dollars against what Sheindlin admitted at his May 4, 2021 deposition.

The exact words Sheindlin used to fraudulent misrepresent the Jury Sheet as a judgment in the collection action are shown below: (*Brady v. Sheindlin*):

“AND Plaintiff (IGS Realty) having presented all its evidence and rested, and the Defendant (Brady) having presented all its evidence in support of his defenses and having rested, the jury rendered a verdict on June 26, 2015 in favor of Plaintiff against the Defendant, in the sum of \$541,758.62, with the statutory rate of interest accruing from May 1, 2009 and the cost of disbursements to Plaintiff”

At the May 4, 2021 Deposition, Sheindlin, his attorney Sussman, and Brady stipulated to the following:

(p. 41-42) MR. SUSSMAN: Hold on. We both can't speak at the same time. The gentleman has explained to you exactly what he did. It's also in the document. The document speaks for itself. It says nothing about a personal guarantee. That's admitted. We can stipulate to that so we don't have to worry about that.

The deposition was taped and can be found on YouTube by typing “Gregory Sheindlin May 4, 2021 Deposition.”

The two crimes described above are not disputable. I need to be given my constitutional right to a remedy by law enforcement since the right to a remedy to these crimes is being blocked for the benefit of politically-connected people with billions of dollars.

What is happening to me was best described by the words of former Appellate Division, First Department Judge David Sax, now a partner at Morrison Cohen LLC, in a June 2017 New York Post article:

“Our state court system is absolutely insane. It has enabled political people to control the courts, and they don't want to give up – so it's very hard to get legitimate change that would be beneficial to the public.”

It should also be noted that I created the website bullyjudges.com in 2012, and since that time I have been the victim of repeated retaliation by New York State and New York Federal Judges who have repeatedly blasted me with defamatory statements that are completely proven false by the evidence shown above.

Please set up an appointment for me to address this matter further with your office at your earliest convenience. My cell phone number is 201923-5511 and my email address is Bradyny@gmail.com

Thank You,

/s/ James H. Brady
James H. Brady

July 22, 2022

James H. Brady
2422 Apple Ridge Circle
Manasquan, NJ 08736

U.S. Department of Justice
Merrick B. Garland, Attorney General
950 Pennsylvania Avenue, NW
Washington, D.C. 20530-0001

Dear Mr. Garland:

This is the second letter that I am sending to you. The first letter was mailed to the address above on July 20, 2022.

I need your help and you have a duty to act upon the information being proven to you in this complaint letter.

This letter (and the July 20, 2022 letter) provides conclusive evidence that Federal District Court Judges and Federal Court of Appeals Judges in the Southern District of New York have colluded against me repeatedly and have been totally corrupt in their deliberately deceptive and vindictive cruel decisions for the benefit of politically connected multi billionaire Judge Judy Sheindlin and her husband Judge Jerry Sheindlin.

It is an undisputable and admitted fact that Gregory Sheindlin, the stepson of Judge Judy Sheindlin, forced the sale of my family event space business Studio 450 and stole over \$1.7 million dollars from me and my wife on September 5, 2018 through his fraudulent misrepresentation that there was a jury finding on a June 26, 2015 State Court jury interrogatory sheet that the personal guarantees I signed with the landlord IGS Realty were enforceable, and that the jury rejected my affirmative defenses and counterclaims when, it was admitted by Gregory Sheindlin at his May 4, 2021 deposition that none of this was true. These facts were admitted to by Gregory Sheindlin himself at his May 4, 2021 deposition, yet these admissions are being ignored by District Court Judge Lewis Liman, Judge Paul Engelmayer and Court of Appeals Judges Peirre N. Leval, Jose A Cabranes and Denny Chin.

The fact that this crime took place was proven to all of these judges by comparing what Gregory Sheindlin said to collect the \$1.7 million dollars against what Sheindlin admitted at his May 4, 2021 deposition.

The exact words Sheindlin used to fraudulently misrepresent the Jury Sheet as a judgment in the landlords favor in the collection action are shown below: (Brady v. Sheindlin):

“AND Plaintiff (IGS Realty) having presented all its evidence and rested, and the Defendant (Brady) having presented all its evidence in support of his defenses and having rested, the jury rendered a verdict on June 26, 2015 in favor of Plaintiff against the Defendant, in the sum of \$541,758.62, with the statutory rate of interest accruing from May 1, 2009 and the cost of disbursements to Plaintiff.”

At the May 4, 2021 Deposition, Sheindlin, his attorney Sussman, and Brady stipulated to the following:

(p. 41-42) MR. SUSSMAN: Hold on. We both can't speak at the same time. The gentleman has explained to you exactly what he did. It's also in the document. The document speaks for itself. It says nothing about a personal guarantee. That's admitted. We can stipulate to that so we don't have to worry about that.

All five of these Judges were told the deposition was taped and can be found on YouTube by typing “Gregory Sheindlin May 4, 2021 Deposition.” Although it was admitted by Sheindlin that the jury interrogatory sheet says “nothing about a personal guarantee” the District Court Judges and Court of Appeals Judges refuse to admit to this admitted fact and have instead attacked me personally and the Court of Appeals judges ordered that I be forced to pay Sheindlin Double costs and then implemented a filing injunction against me to prevent me from obtaining a remedy for Sheindlin's criminal conduct and a remedy for their own criminal acts of helping Sheindlin get away with his crime. The disgraceful conduct is proven by the attached decision written by the Court of Appeals Judges on December 27, 2021.

This is not the first time the dirty judges in the New York District Court and the dirty judges of the Second Circuit Court of Appeals have beat me down and then shut me down with filing injunctions for the benefit of politically connected billionaires. The District Court and Court of Appeals Judges also colluded in the criminal scheme where my offering plan contract and higher court decision were ignored and the lower Supreme Court decision was treated as the legitimate meaning of my offering plan contract. That crime is shown below when a State Court judge named Shirley Kornreich, in her July 15, 2014 decision, got away with unconstitutionally and unlawfully rewriting my Offering Plan Contract and a higher Appellate Division, First Department February 11, 2010 decision to void what these two decisions said on their face.

The Seventh Paragraph Footnote to the Schedule of Units of my former co-op commercial apartment reads as follows:

“Seventh Paragraph - NEW- The 12th Floor and Roof Unit Shall have, in addition to the utilization of the roof, the right to construct or extend structures on the roof

or above the same, to the extent that may from time to time be permitted under applicable law.”

The Appellate Division, First Department, February 11, 2010 Decision ended with the following words:

Pursuant to paragraph 7, that plaintiffs have the right to construct or extend structures upon the roof or above the same to the extent that may from time to time be permitted under applicable law, unanimously affirmed, without costs.

Justice Kornreich's Supreme Court July 15, 2014 Decision rewrites the above to read:

It has already been adjudged that while the owners of the unit *may* have the right to erect additional structures on the roof, that right does not entitle them to use any floor area in doing so (Prior Action, decision and order, Mar 13, 2009 at *2 & *4-*5 [“Nothing herein shall be construed as holding that plaintiffs have the right to use all or any part of the TDRs in connection with such construction or extension”] *Brady v 450 W. 31st St. Owner’s Corp.*, 70 AD3d 469, 470 [1st Dept 2010] [holding that the offering plan “reserves for plaintiffs the right.... to construct or extend structures on the roof that may be built without the use of the building's development rights.”])

Every word from the higher court determination was taken out and replaced by Judge Kornreich. Under the Appellate Division decision, I have the right to the utilization of the premise's development rights.

I need you to admit that you see that crimes are taking took place by Federal District Court Judges and Federal Court of Appeals Judges in the Southern District of New York in collusion with the State Court Judges.

I need your help to permit me to seek redress of this crime. I must not be dismissed as a disgruntled litigant loser since the contract and higher court decision proves that is not the case. This case was moved to Judge Kornreich and her husband's law firm, Greenberg Traurig, was a defendant in this case.


What is happening to me was best described by the words of former Appellate Division, First Department Judge David Sax, now a partner at Morrison Cohen LLC, in a June 2017 New York Post article:

“Our state court system is absolutely insane. It has enabled political people to control the courts, and they don't want to give up – so it's very hard to get legitimate change that would be beneficial to the public.”

It should also be noted that I created the website bullyjudges.com in 2012, and since that time I have been the victim of repeated retaliation by New York State and New York Federal Judges who have repeatedly blasted me with defamatory statements that are completely proven false by the evidence shown above.

Please set up an appointment for me to address this matter further with your office at your earliest convenience. My cell phone number is 201-923-5511. My email address is Bradyny@gmail.com.

Sincerely,

A handwritten signature in black ink, appearing to read "James H. Brady". The signature is written in a cursive, flowing style.

James H. Brady

United States Court of Appeals
FOR THE
SECOND CIRCUIT

At a stated term of the United States Court of Appeals for the Second Circuit, held at the Thurgood Marshall United States Courthouse, 40 Foley Square, in the City of New York, on the 27th day of December, two thousand twenty-one.

JAMES H. BRADY,

Plaintiff-Appellant,

ORDER

v.

21-669-cv

GREGORY SHEINDLIN, THE SHEINDLIN LAW
FIRM,

Defendants-Appellees.

UPON DUE CONSIDERATION of the response of Plaintiff-Appellant dated December 16, 2021 (ECF No. 73), to this Court's Order dated November 16, 2021 (ECF No. 66), to show cause why he should not be sanctioned pursuant to Rule 38 of the Federal Rules of Appellate Procedure,

IT IS HEREBY ORDERED that Plaintiff-Appellant will pay double costs to Defendants-Appellees.

Further, IT IS HEREBY ORDERED that the Clerk of the Court refuse to accept for filing from the Plaintiff-Appellant any future appeal, motion, or other papers unless he first obtains leave of the Court. *See In re Martin-Trigona*, 9 F.3d 226, 229 (2d Cir. 1993).

FOR THE COURT:
Catherine O'Hagan Wolfe, Clerk of Court

A circular seal of the United States Court of Appeals for the Second Circuit is positioned over the signature. The seal contains the text "UNITED STATES", "SECOND CIRCUIT", and "COURT OF APPEALS" around a central emblem.

August 16, 2022

James H. Brady
2422 Apple Ridge Circle
Manasquan, NJ 08736

U.S. Department of Justice
Merrick B. Garland, Attorney General
950 Pennsylvania Avenue,
NW Washington, D.C. 20530-0001

Dear Mr. Garland,

I still have not had any reply to the multiple letters that I have sent you complaining about the fact that my wife and I had over \$2.3 million dollars stolen from us on September 5, 2018 through two different fraud schemes that were done with the help of federal and state actors. Why have you not replied to any of my multiple letters? I will continue to send letters to build evidence of your own dereliction of duty and to prove that you are aiding and abetting in making sure no one is ever held accountable for the two crimes that i have proven took place against me under color of law and for the benefit of politically connected billionaires.

With this letter I am enclosing a copy of the August 15, 2022 letter that I wrote to Robert Tembeckjian from the New York State Commission on Judicial Conduct. The letter details proof of corruption on the part of Chief Judge Janet DiFiore. As the letter proves it was Janet DiFiore who was most responsible for the two crimes that took place on September 5, 2018. Ms. DiFiore knew that in the higher court decision governed and Ms. DiFiore knew there was never a jury finding that the personal guarantees were enforecable. But rather than admit these facts she "denied" answering these two true or false questions.

"Denying" to answer these two true or false questions on August 28, 2018 was Ms DiFiore's express role in the two crimes that wiped out my family business and livelihood on September 5, 2018, in addition to stealing my life savings of over \$2.3 million dollars.

Please read the letter and look at the filmed evidence that is mentioned, and then contact me informing me of a time when I can meet with someone to sign a criminal complaint against Janet DiFiore and the others that participated in the two crimes mentioned repeatedly to you in my multiple letters.

My email address is Bradyny@gmail.com and my cell phone number is 201-923-5511.

Thank You,

/s/James H Brady
James H Brady

September

20, 2022

James H. Brady
2422 Apple Ridge Circle
Manasquan, NJ 08736

U.S. Department of Justice
Merrick B. Garland, Attorney General
950 Pennsylvania Avenue,
NW Washington, D.C. 20530-0001

Dear Mr. Garland,

I am concerned that I have still not ever even received an acknowledgement of receipt of the multiple letters that I have sent you pertaining to the fact that I have been the victim of two massive crimes that were performed by politically connected billionaires in collusion with government officials. Your complete disregard of me and my complaint is a continuation of the collusion that I have been subjected to for almost 15 years in New York.

Taped evidence from the website bullyjudgesny.com prove that during oral arguments in January 2018 David Lawrence who was the attorney for then New York State Attorney Eric Schneiderman admitted that your office and all other law enforcement offices completely ignored every single complaint letter that I mailed to your offices. Why are you doing the exact same thing now?

In the January 17, 2018 tape before the Appellate Division First Department (found on the website bullyjudgesny.com) the last thing I am shown saying to the judges on the panel is to not to take down the tape since it proved the admissions of dereliction of duty and collusion. By looking at the Appellate Division First Department website it is proven that they did take down the whole year of Oral argument archives from 2018 to hide the admissions of dereliction of duty by all law enforcement agencies that was admitted to have occurred by Mr. Lawrence during oral argument.

As previously stated, the other reason the tapes were taken down were because the oral argument archives from May 16, 2018 prove that the panel of judges came in with a plan to retaliate against me by sitting silent not

admitting to the admitted fact that the personal guarantees that I signed with IGS Realty were voided as a matter of law and public policy because of the landlords subsequent unlawful events that voided the personal guarantees. This tape shows judge Judy Sheindlin's stepson Gregory Sheindlin colluding to pretend that there was a jury finding that the personal guarantees were enforceable on a June 26, 2015 jury interrogatory sheet. The taped deposition of Gregory Sheindlin from May 4, 2021 (which can be found on YouTube) proves that Sheindlin and his attorney Robert Sussman stipulated to the fact that the issue of "personal guarantees" were never even on the June 26, 2015 jury interrogatory sheets.

These two crimes forced me to pay over \$2.3 million dollars on September 5, 2018 to people that were never even found to be owed a penny.

I am again asking you to abandoned the practice of ignoring me as it is only making you more culpable in these criminal acts.

Please call me at 201-923-5511 or email me at Bradyny@gmail.com.

Sincerely,

James H. Brady

September 27, 2022

James H. Brady
2422 Apple Ridge Circle
Manasquan, NJ 08736

U.S. Department of Justice
Merrick B. Garland, Attorney General
950 Pennsylvania Avenue,
NW Washington, D.C. 20530-0001

Dear Mr. Garland,

Enclosed is a copy of a September 27, 2022 letter that was sent to New York State Attorney General Leticia James. Please read it and then notify Ms. James that the time has come for her to take appropriate action by filing complaints against New York City Developers Jeffery Katz and his firm Sherwood Equities and Frank McCourt and his firm McCourt Global.

The reason why this is necessary is because my evidence proves that the unlawful conduct of these two New York City Developers and their development companies engaged in were far worse than any of the unlawful conduct alleged in the September 21, 2022 complaint against the Trump's and the Trump Organization. Ms. James cannot at the same time condemn the Trump's while simultaneously condoning and covering up the proven unlawful actions of Jeffery Katz, Frank McCourt and their development companies.

Please let me know what actions you took on my behalf after receiving these letters. I can be reached by email at bradyny@gmail.com or on my cell 201-923-5511.

Thank You.

Sincerely,

James H. Brady

September 27, 2022

James H. Brady
2422 Apple Ridge Circle
Manasquan, NJ 08736

New York State Office of the Attorney General
Letitia James, Attorney General
The Capitol
Albany, NY 12224-0341

Dear Ms. James:

On September 21, 2022 you and your office filed a civil complaint against Donald Trump, three of his family members and his company. The bases for the charges were false claims that Donald Trump, three of his grown children and their company made on Bank Loan Documents. During your September 21, 2022 press conference you said:

At this point I am asking you to voluntarily take the same actions you took against the Trump's against two other New York City Developers and their organizations that conducted far worse unlawful conduct than anything you alleged Donald Trump or his family ever did in your September 21, 2021 Civil complaint.

In your September 21, 2022 complaint you did not (because you could not) allege that there were any particular victims harmed by any of the actions performed by the Trump's or the Trump Organization. But what happened to my wife and I is a totally different story. We were greatly harmed by the unlawful acts of Developer Jeffery Katz from Sherwood Equities and the unlawful acts of Frank McCourt from McCourt Global.

From my previous letters to you, you already know that Jeffery Katz and his company Sherwood Equities stole the \$70-90 million in development rights that were contractually appurtenant to my former 12th Floor and Roof Unit commercial apartment pursuant to the amended Offering plan which was

registered with your office in 1980 by Arthur Greene the sponsor of the offering plan.

My documentary evidence proves that Jeffery Katz knew he needed my wife Jane and I to sign a waiver of the 170,000 square feet of air rights that were contractually appurtenant to our then 12th Floor and Roof Unit Apartment before he would be able to have clear title to these new development rights that were given to the Co-op's parcel of land pursuant to the creation of the Hudson Yards District of Manhattan in 2005.

Jeffery Katz was also fully aware that Gary Barnet and his firm Extell Development were unable to get clear title to the Development rights that the 450 West 31st Street Owners Corp tried selling them in 2007 because the co-op corporation failed to obtain the waiver of the air rights that were expressly and exclusively given to my 12th Floor and Roof Unit Apartment "to the extent that may from time to time be given under applicable law."

The letter and waiver form that can be found on the website bullyjudgesny.com prove that the co-op corporation, Jeffery Katz, the title company and all the lawyers that were involved with the 2012 sale of the premises permissible development rights to Sherwood Equities fully understood that Jane and Jane Brady first needed to sign a waiver form for the transaction to be lawful and so that the co-op could pass clear title. The evidence on the website proves that the Brady's never signed the needed waiver form. Instead the people involved with the unlawful transaction, including Jeffery Katz, took out the needed waiver form and fraudulently proceeded to close pretending that all needed waivers were signed.

A taped interview from October 4, 2013 proves that shortly after Jeffery Katz and the other conspirators fraudulently signed documents stating all needed waivers were signed Jeffery Katz sold the lot along with the unlawfully acquired additional 170,000 in development rights to Frank McCourt for a profit of \$124 million dollars. The taped evidence proves that Jeffery Katz makes no mention of the fact that the development rights he sold to McCourt for a \$124 million dollar profit in 2013 included the 170,000 of the development rights that he unlawfully acquired through his transaction with 450 West 31st Street Owners Corp. Had the transaction not been unlawful he would have mentioned the fact that the transaction with 450 West 31st Street Owners Corp was part of what he acquired and then

sold to Frank McCourt. (The interview can be seen on YouTube by typing “October 4, 2013 Crain's the view of real estate Jeff Katz”).

Frank McCourt knew that what he was purchasing from Jeffery Katz included the additional development rights that were unlawfully acquired by Jeffery Katz. This is why he went along with the false claim that what he was purchasing included nothing more than the development rights that Sherwood Equities purchased for \$43 million dollars.

Ms. James you also knew that not only was the \$70-90 million in development rights stolen from my 12th Floor and Roof Unit apartment but that on September 5, 2018 I was forced to by a total of \$500,000 to all of the law firms that helped Mr. Katz and Mr. McCourt get away with their criminal actions.

Again the actions proven through this letter mandate that these two developers get the same day of reckoning that the Trump's are facing now.

Sincerely,

James H. Brady

October 4, 2022

James H. Brady
2422 Apple Ridge Circle
Manasquan, NJ 08736

U.S. Department of Justice
Merrick B. Garland, Attorney General
950 Pennsylvania Avenue,
NW Washington, D.C. 20530-0001

Dear Mr. Garland,

I have still not received a single reply to any of the multiple letters that I have sent since July 2022 so I am seeking an explanation as to why my complaints are still being completely ignored? Replying to my grievances where I am seeking a remedy from the government is a constitutional right that you must continue ignoring.

My evidence proves that at the exact some time law enforcement officials at the local, state and federal level are actively seeking to hold a New York City developer accountable for false claims on bank applications these same officials are trying to help other New York developers get away with much more horrific acts on bank documents.

Specifically, while Donald Trump, his family and development company are being investigated and/or prosecuted for lying on bank loan applications, Jeffery Katz from Sherwood Equities is being protected by these same law enforcement officials and agencies for far worse fraudulent acts on bank loan applications.

The taped interview of Jeffery Katz lying can be found on YouTube (<https://youtu.be/HDR2wTzvbro>) that he made on October 4, 2013, shows him never disclosing the fraudulent transaction that he had with 450 West 31st Street Owners Court because he knew that it was a criminal act when he lied on the bank closing documents when he said all needed waivers were signed when that was a fraudulent claim. The unsigned waiver form is shown on bullyjudgesny.com.

In the complaint against Trump there was no one claiming to be harmed by the inflated values he gave for his properties. In my case my wife and I

were completely destroyed since not only did Jerry Katz steal the \$70-90 million that were affirmed appurtenant to our former 12th Floor and Roof Unit apartment, but he also used his power and influence over the State Courts to obtain a court order that I be forced to pay over \$500,000 in legal fees that was spent by him and others to steal the development rights that were appurtenant to our former 12th floor and Roof unit apartment. These were calculated and despicable acts by developer Jeffery Katz. His taped interview is smoking gun proof that the charges in made in this letter and in my previous letters are true and its time that he finally be held accountable for his crimes since no one is above the law.

Please call me at 201-923-5511 or email me at Bradyny@gmail.com without additional delay.

Thank You.

Sincerely,

James H. Brady

October 25, 2022

James H. Brady
2422 Apple Ridge Circle
Manasquan, NJ 08736

U.S. Department of Justice
Merrick B. Garland, Attorney General
950 Pennsylvania Avenue,
NW Washington, D.C. 20530-0001

Dear Mr. Garland,

You have never replied to a single one of the multiple letters that I have sent you since July 2022 where I am shown to be repeatedly pleading for justice for two proven crimes committed against me by politically connected billionaires or the step child of a politically connected multi billionaire.

The first crime that you have continued to ignore completely is the proven and admitted fact that Judge Judy Sheindlin's stepson Gregory Sheindlin stole over \$1.7 million dollars from me and forced the sale of my family business Studio 450 and livelihood by fraudulently representing through "implication only" that there was a jury finding on a June 26, 2015 Jury interrogatory sheet the personal guarantees I signed with IGS Realty were enforceable when he knew, and admitted at his May 4, 2021 deposition, that the claim was a total lie.

As you know by listening to his May 4, 2021 Deposition (found on YouTube), Mr. Sheindlin admitted this fact at his May 4, 2021 deposition and also that my defenses and counterclaims were not even on the three question jury interrogatory sheet, although in the financial judgment, Sheindlin wrote he also said those items were rejected by the jury on the court filings he wrote to steal over \$1.7 million dollars from me and my wife on September 5, 2018.

As you know, Sheindlin's deposition testimony also shows Sheindlin being caught in a fraud scheme where at the same exact time he was fraudulently representing in 2018 that there was a Jury finding that the personal guarantees were enforceable the landlords other attorney Robert Fass, who ran the 2015 trial admitted through court filings in 2018 that the three questions on the June 26, 2015 jury sheet, said nothing about personal

guarantees. All these facts were already proven too you when you heard these facts admitted from Sheindlin's own mouth at his May 4, 2021 deposition.

You have already listened to these depositions and yet you remain silent. Why is that? I know why it is. Its because you are in collusion to help the step son of multi billionaire Judge Judy Sheindlin get away with his crime. Also, it is because you have no problem rationalizing being totally corrupt, cruel and prejudice against a white Christian who you know is telling the truth about the criminal destruction caused by Judge Judy's stepson Gregory Sheindlin.

The second crime that you are still completely ignoring is the fact that you know that politically connected billionaire developers and their politically connected lawyers used their control over the New York State courts to steal the \$70-90 million in development rights that everyone knows were contractually appurtenant to my former 12th Floor and Roof Unit Apartment in a commercial co-op named 450 West 31st Street Owners Corp pursuant to my offering plan contract and certain words used in a higher Appellate Division First Department February 11, 2010 decision.

You have already seen that it is a proven fact that a lower court unlawfully rewrote a contract and higher court decision in an attempt to void what these documents said on their face. The fact that this unlawful act took place is shown again below:

The Seventh Paragraph Footnote to the Schedule of Units in the Amended 1980 Offering Plan from 450 West 31st Street Owners Corp reads as follows:

“Seventh Paragraph - NEW- The 12th Floor and Roof Unit Shall have, in addition to the utilization of the roof, the right to construct or extend structures on the roof or above the same, to the extent that may from time to time be permitted under applicable law.”

The Appellate Division, First Department, February 11, 2010 Decision ended with the following words:

“Pursuant to paragraph 7, that plaintiffs have the right to construct or extend structures upon the roof or above the same to the extent that may from time to time be permitted under applicable law, unanimously affirmed, without costs.”

Justice Kornreich’s Supreme Court July 15, 2014 Decision rewrites the above to read:

*“It has already been adjudged that while the owners of the unit may have the right to erect additional structures on the roof, that right does not entitle them to use any floor area in doing so (Prior Action, decision and order, Mar 13, 2009 at *2 & *4- *5 [“Nothing herein shall be construed as holding that plaintiffs have the right to use all or any part of the TDRs in connection with such construction or extension”] Brady v 450 W. 31st St. Owner’s Corp., 70 AD3d 469, 470 [1st Dept 2010] [holding that the offering plan “reserves for plaintiffs the right.... to construct or extend structures on the roof that may be built without the use of the building’s development rights.”]”*

You also know that the same Judge that unlawfully rewrote a contract and higher court decision forced me to pay over \$500,000.00 in legal fees to the lawyers that represented used there influence over the courts to have Judge Kornreich conduct this criminal act.

Now at this point you need to stop monkeying around and admit the truth that my contract and higher Appellate Division first department decision does govern over the lower court decision and that it is unlawful and unconstitutional to ignore these documents to help politically connected billionaires and their law firms get away with the crime.

Again, please stop your prejudice and corruption and address these two crimes that are not going away, no matter how much you would like to collude in helping politically connected billionaires get away with their crimes.

Please call me at 201-923-5511 or email me at bradyny@gmail.com to dress these matters.

Sincerely,

James H. Brady

November 1, 2022

James H. Brady
2422 Apple Ridge Circle
Manasquan, NJ 08736

U.S. Department of Justice
Merrick B. Garland, Attorney General
950 Pennsylvania Avenue,
NW Washington, D.C. 20530-0001

Dear Mr. Garland,

Attached is a copy of a letter dated November 1, 2022 that was sent to New York State Attorney General Leticia James. The letter and its exhibit prove Ms. James's corruption and collusion by protecting powerful people from facing justice for the two fraud schemes that wiped out my family business and life savings on September 5, 2018.

You have completely ignored at least 6 letters that I sent you since July 2022, which is making you culpable in these crimes that are admitted and proven to have taken place against me and my family. Stop that practice now or explain the reason for your inaction. My phone number is 201-923-5511 and my email address is Bradyny@gmail.com.

Sincerely,

James H. Brady

November 1, 2022

James H. Brady
2422 Apple Ridge Circle
Manasquan, NJ 08736

New York State Office of the Attorney General
Letitia James, Attorney General
The Capitol
Albany, NY 12224-0341

Dear Ms. James:

You have deliberately completely ignored addressing two horrific crimes that you know took place against me and my wife that destroyed our family business and wiped out my life savings of over \$2.3 million dollars on September 5, 2018.

Specifically, you know the first crime involved Judge Judy Scheindlin's stepson Gregory Scheindlin who stipulated under oath at his May 4, 2021 deposition that the June 26, 2015 Jury interrogatory sheet that represented as the grounds to collect over 1.7 million dollars on a personal guarantee never even had a question pertaining to personal guarantees on the June 26, 2015 Jury interrogatory sheet.

You also know that the second proven crime is the fact that I was forced to pay over \$500,000.00 to the lawyers for the New York Developers who stole the \$70-90 million in air rights that were affirmed to be contractually appurtenant to my former 12th floor and Roof Unit Apartment in a commercial apartment named 450 West 31st Street Owners Corp. You know that the ongoing fraud scheme is to ignore the fact that my contract (which was registered in your office in 1980) and the final higher February 11, 2010 Decision have always governed over the final lower July 15, 2014 Supreme Court Decision of Judge Shirly Kornreich.

You need to stop colluding in these crimes described above since no one, including you, is above the law.

The attached letter from August 15, 2019 proves that for years you have been involved in the two crimes proven to have taken place against me and my family. The August 15, 2019 letter proves that you lied and stated that the filing injunction imposed against me would prevent my from filing a lawsuit against Judge Barry Ostrager, who was the judge that was in on the scheme with Scheindlin to falsely represent that there was a jury finding that the personal guarantees were enforceable when they both knew no question pertaining to personal guarantees were even on the three question jury interrogatory sheet. Again this fact was admitted at Scheindlin's deposition.

Your claim was so false that it was completely ignored on August 20, 2019 when Judge Schoefield made up her own false claims for dismissing the case. On August 20, 2022 Judge Schoefield said she was dismissing the case based on judicial immunity and the Rooker-Feldman Doctrine. But you know it is false that the criminal actions of Judge Ostrager are protected by Judicial immunity so you need to take appropriate action now, in light of the admissions made by Mr. Scheindlin at his May 4, 2021 deposition. Mr. Scheindlin's deposition testimony is also now evidence proving Judge Schofield lied when she said that the case was Ostrager was barred by the Rooker-Feldman doctrine. Since the issue of personal guarantees were not even on the Jury Sheet that means the Jury could not have ever found in favor of the landlord that the personal guarantees were enforceable.

Sincerely,

James H. Brady

November 4, 2022

James H. Brady
2422 Apple Ridge Circle
Manasquan, NJ 08736

U.S. Department of Justice
Merrick B. Garland, Attorney General
950 Pennsylvania Avenue,
NW Washington, D.C. 20530-0001

Dear Mr. Garland,

This month marks fifteen full years of tortuous hell that I have been put through by totally corrupt and racist public officials that masquerade in New York as state and federal judges and local, state and federal law enforcement officials. You must stop this shameful unconstitutional conduct against me right now or I will need to pursue litigation in December seeking a mandatory injunction and declaratory relief against you for not permitting me to file a criminal complaints pertaining to two crimes that you already know took place against me with the help of people acting under color of law.

Through the 8 or more letters I sent you since July 22, 2022 I have already proven to you that I was the victim of two crimes that resulted in the destruction of my family business through its forced sale to pay over \$2.3 million dollars on September 5, 2018 to people that were never legally entitled to even a penny.

My evidence proves that in the 15 years of writing over 500 complaint letters to local state and federal law enforcement officials in New York, not one single letter was ever even answered by a single one of these different local, state and federal law enforcement agencies. In 15 years, not once, was I ever permitted to speak to a local, state or federal law enforcement official. Not even for one minute.

The in concert strategy of the local state and law enforcement agencies in New York was to completely ignore answering my complaints since it is impossible to deny the two claims that I wanted to complain about.

The first fraud scheme I wanted to file a complaint about was the fact that local, state and federal law enforcement officers as well as state and federal judges were all in on the fraud scheme of completely ignoring my Offering Plan contract and higher February 11 2010 Appellate Division First Department Decision and pretending that the unlawful lower July 15,2014 Supreme Court Decision was the valid and only decision of my contractual rights under the second paragraph footnote to the schedule of units in the amended 11980 Offering plan.

The second fraud scheme was when Federal Judges and state and federal Law enforcement officials colluded to help Judge Judy Sheindlin's son get away with his fraud scheme where he forced the sale of my family business Studio450 to pay his client IGS Realty over 1.7 million dollars on September 5,2018 by fraudulently claiming that a jury ruled in favor of IGS Realty that the personal guarantees I signed with IGS Realty were enforceable when he knew, and admitted at his May 4,2021 deposition that the claim was totally false. Sheindlin's admissions were taped and you heard his confession when you listened to his deposition on YouTube yet you have refused to permit me to seek redress from the government for either of the two proven crimes committed against me.

As you saw by looking at the website bullyjudgesny.com, in 2008 and 2009 my one sentence long contract provision was repeatedly rewritten by Judge Marcy Friedman in two failed efforts to void what the contract said on its face.

You also saw on the bullyjudgesny.com website that in 2014 again the contract was unlawfully rewritten by Judge Shirley Kornreich. This Judge not only rewrote the contract but also unlawfully wrote a higher court decision that said the opposite of what the contract and higher court decision to void what these documents said on their face.

What makes the actions of these judges so repulsive in the air rights case is that for 15 years the parties to the contract never disagreed that the Seventh Paragraph Footnote to the Schedule of Units provision gave my 12th floor and Roof unit the express and exclusive right to utilize the premises permissible development rights. This fact is shown below:

In the first round of litigation, Stanley Kaufman, the co-op's litigation attorney, stated in "Defendant's Reply Memorandum of Law," April 14, 2008, p.5 (A.21):

The clear intent was to grant the 12th floor unit owner some latitude in adding **additional space, or structures**, so long as in doing so, the owner did not violate the local building code, **zoning regulations, or other ordinances**.

And further:

The clear and logical meaning of the added footnote number 7 of the Second Amendment was to grant 12th floor owner some latitude ***in adding additional structures***, so long as in doing so, the owner did not endanger anyone else's health or safety or violate the building Code, ***zoning laws or any other laws or ordinances***." (*Ibid.* p. 28).

And further, Franklin Snitow, Extell's litigation counsel, stated in his "Affirmation for Defendants Extell Dev. Corp.", et al., March 18, 2008, p. 2 ¶ 3:

The intent is evidenced in the decision of the original owner of the 12th floor unit to build an 1,800 square foot penthouse on the roof. Thus, the intent of the Amendment is clear on its face." (R: 310).

The admissions shown above proves there was never any dispute in 15 years between the parties or their attorneys about the clear fact that my unit was given the right to have the utilization of the premises permissible development rights to the extent that may from time to time be permitted under applicable law, yet local, state and federal law enforcement officials as well as state and federal judges in New York refused to accept and acknowledge the above admissions by Mr. Kaufman and Mr. Snitow.

The admissions by Mr. Kaufman and Mr. Snitow prove here was never any dispute about the fact that the meaning and intent of the seventh paragraph footnote was to give my 12th Floor and roof unit the right to have the utilization of the air rights that were given to the premises pursuant to the 2005 creation of the Hudson Yards District. Now you need to admit this fact Mr. Garland.

Below is what former New York Attorney General Eric Schneiderman said the meaning of the contract provision was when he was sued in Federal Court for refusing to protect the contract provision as it was written and registered in his office in 1980:

On page 4 of his motion to dismiss Mr. Schneiderman said the following.

"Instead that paragraph simply reserves for the Brady's the right, as permitted under relevant laws, to construct or extend structures on the roof that may be built without the use of the buildings development rights."

It was a criminal act for Mr. Schneiderman to make the false claim that the contract “Simply reserves for the Brady’s the right, as permitted under applicable laws, to construct or extend structures on the rood that may be built without the use of the premises permissible development rights”.

It was also criminal for Magistrate Sarah Netburn to say in the case of Brady v Goldman (16-cv-02287) that the contract and appellate court decision only said I had the right to build only structures that can be built without the use of the buildings development rights. But that is exactly what she did in her December 5, 2016 Report and recommendation

It was also criminal when Judge George B Daniel’s affirmed Netburn’s blatant lie that the contract only gave me the right to build structures WITHOUT the use of the buildings permissible development rights when they saw that these documents said with their own eyes.

The documents are shown again below

The Seventh Paragraph Footnote to the Schedule of Units in the Amended 1980 Offering Plan from 450 West 31st Street Owners Corp reads as follows:

“Seventh Paragraph - NEW- The 12th Floor and Roof Unit Shall have, in addition to the utilization of the roof, the right to construct or extend structures on the roof or above the same, to the extent that may from time to time be permitted under applicable law.”

The Appellate Division, First Department, February 11, 2010 Decision ended with the following words:

“Pursuant to paragraph 7, that plaintiffs have the right to construct or extend structures upon the roof or above the same to the extent that may from time to time be permitted under applicable law, unanimously affirmed, without costs.”

Justice Kornreich’s Supreme Court July 15, 2014 Decision rewrites the above to read:

*“It has already been adjudged that while the owners of the unit may have the right to erect additional structures on the roof, that right does not entitle them to use any floor area in doing so (Prior Action, decision and order, Mar 13, 2009 at *2 & *4-5 [“Nothing herein shall be construed as holding that plaintiffs have the right to use all or any part of the TDRs in connection with such construction or extension”] Brady v 450 W. 31st St. Owner’s Corp., 70 AD3d 469, 470 [1st Dept 2010] [holding that the offering plan “reserves for plaintiffs the right.... to construct or extend structures on the roof that may be built without the use of the building’s development rights.”])”*

Now at this point you need to stop the insanity Mr. Garland and admit the truth that my contract and higher Appellate Division first department decision does govern over the lower court decision and that it is unlawful and unconstitutional to ignore these documents to help politically connected billionaires and their law firms get away with the crime of stealing the air rights that everyone knew were contractually appurtenant to my former 12th Floor and Roof unit apartment .

You should be outraged by the injustice I suffered and by the fact that I was forced to pay over \$500,000 dollars on September 5,2018 to all the lawyers that helped Sherwood Equities get away with stealing the air rights that were affirmed appurtenant to my former 12th Floor and Roof Unit Apartment.

The docket sheet in Brady v Goldman (16-cv-02287) proves Magistrate Judge Sarah Netburn and Judge George Daniels made up these lies that my contract only gave me the right to build structures without the use of the premises permissible development rights same and then implemented a very broad filing injunction to obstruct justice and make sure no one, including themselves are ever held accountable for their part in the theft of the 70-90 million in air rights that were affirmed appurtenant to my former 12th Floor and Roof unit Apartment.

These were criminal acts by United States employees and they need to be held accountable for their crimes to restore the public trust since no one is above the law.

A review of the docket sheet in the case of James H Brady v Geoffrey Berman (18-cv-8454) proves that the corruption and collusion between New York State and New York Federal public servants reached the very top of these institutions. Geoffrey Berman was the United States Attorney For the Southern District of New York and he did nothing to prevent the two crimes that wiped out my livelihood and my life savings of 2.4 million dollars on September 5,2018.

What is shown through the docket sheet is that Mr. Berman, Magistrate Barbara Moses and Judge Caproni used the filing injunction implemented by Judge Daniels as an excuse for Judge Caproni to not address the fact that Mr. Berman refused to accept a criminal complaint pertaining to the fraud scheme where my Offering Plan contract and higher Court Decision are being completely ignored and the unlawful , untrue and unconstitutional lower court decision is being recognized as the true and only decision.

Furthermore, I certainly had a right to file a criminal complaint when the same judge that implemented the filing injunction is shown completely lying and saying my contract only gave me the right to build structures without the use of the building's development rights.

The complaint shows that all plaintiff was seeking in his September 17, 2018 complaint was the right to file a criminal complaint about the two crimes that that wiped out his life savings of over 2.3 million dollars on September 5, 2018.

The docket sheet proves that then United States Attorney for the Southern District of New York Geoffrey Berman spent tax payer dollars to litigate against accepting a criminal complaint from Brady the same exact way than New York Attorney General Eric Schneiderman litigated against accepting a complaint by Brady.

All of these abuses of power were unconstitutional and were RICO. These acts were also hate crimes by multiple Jewish Judges (with the exception of George B Daniels) and multiple Jewish Law enforcement officials.

The intent of these criminal acts in the air rights litigations was to help a Jewish Developer named Jeffery Katz from Sherwood Equities get away with stealing the 70-90 million in development rights he knew were contractually appurtenant to my former 12th Floor and Roof Unit Apartment.

The lies by Federal Judges were just as disgusting and racist when they continued to lie about the outcome of a June 26, 2015 Jury trial so that Judge Judy Sheindlin's son Gregory Sheindlin could get away with his crime that resulted in the destruction of my livelihood and theft of over 1.7 million dollars through a fraud scheme, he masterminded

Docket Sheets prove Federal judges including all of the Second Circuit Judges refused to admit to the fact that Sheindlin himself admitted at his May 4, 2021 Deposition that the Jury sheet that Sheindlin used as the basis to collect over 1.7 million dollars on a personal guarantee never even said anything about personal guarantees.

Now Mr. Garland, at this time you need to answer a few true or false question shown below.

- 1) Is it true or false that my offering plan contract and the words in a higher court decision were unlawfully rewritten by a lower court Judge? The only answer is that it is true so you need to acknowledge that fact now or give a reason for your refusal to answer this question.
- 2) You also need to say whether or not it is true or false that my contract and higher February 11, 2010 First Department Decision still are the governing documents and that the lower Court had no lawful right ignoring what was already determined by the higher court.
- 3) You need to say that the June 26, 2015 Jury Sheet said nothing about personal guarantees since that fact was already adjudicated true by Sheindlin's stipulated admissions at his May 4, 2021 Deposition.
- 4) You need to say that you will give me the right to file a criminal complaint without fear or favor so that all those that participated in criminal acts against me could be held accountable
- 5) Also you need to say that it is true what Judge Kornrieck said during the March 18, 2014 oral arguments:

THE COURT: I am not an appellate court. I do not have the ability to overturn either a court of coordinate jurisdiction, and certainly not the ability to over – to reverse the – reverse the Appellate Division. I can't do that."

The above admission means my Appellate Division Decision still governs under the law and you need to fix the fact that the higher Court Decision was completely ignored to my detriment in the tune of 70-90 million dollars

Sincerely

James H Brady